BILL NO. S-89-12-06

SPECIAL ORDINANCE NO. S-2158-89

AN ORDINANCE approving the awarding of Reference #1404 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **WESTLAND DODGE** for Neighborhood Code Enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1404 between the City of Fort Wayne, by and through its Department of Purchasing and **WESTLAND DODGE** for Neighborhood Code Enforcement, respectfully for:

> **the purchase of three (3) light duty pick-ups for Neighborhood Code Enforcement.**

involving a total cost of Twenty-Nine Thousand One Hundred Sixty-Five and 73/100 Dollars ($29,165.73), all as more particularly set forth in said Reference #1404 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

REF. NO.:	1404
DEPT.:	N C E D
DATE:	12/4/89
ITEM/SERV.:	THREE PICK-UPS

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	11/6/89 & 11/13/89
OPENING DATE:	11/28/89
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	21
NO. OF VENDORS RECEIVING BID:	10
NO. OF VENDORS RETURNING BID:	5
NO. OF VENDORS DISQUALIFIED:	1
NO. OF VENDORS NOT RESPONDING:	5
DATE SENT TO DEPT FOR RECOMM.:	11/28/89
DATE RECOMMENDATION REC'D IN PURCH:	11/30/89

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	12/4/89	
INTRODUCTION DATE:	12/12/89	
DISCUSSION DATE:	12/19/89	
PASSAGE DATE:	12/26/89	
ORDINANCE NO.:		

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 1404
THREE (3) PICK-UP TRUCKS
NCED

DESCRIPTION	O'DANIEL	WESTLAND DODGE	ALLEN CO MTRS	BRADLEY CHEVY	KELLEY CHEVY
MAKE	1990 COMANCHE	1990 DAKOTA	1990 RANGER	NO BID	*
COST UNIT	$10,298.75	$9,721.91	$10,456.00		
TOTAL (3)	$30,896.25	$29,165.73	$31,368.00		
DELIVERY	8 WEEKS	NOT STATED	5-9 WEEKS		

*KELLEY HAD BID 1405 IN THEIR BID 1404 ENVELOPE, THEY WERE DISQUALIFIED

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-28-89 @ 11:00 AM BID REFERENCE # 1404

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THREE (3) NEW 1990 LIGHT-DUTY PICK-UP TRUCKS PER SPECIFICATIONS

AND REQUESTED BY NEIGHBORHOOD CODE ENGORCEMENT DIV

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME WESTLAND DODGE, INC

STREET ADDRESS 5321 ILLINOIS RD

CITY FORT WAYNE PHONE # 436-9000

BY Theresa A. Hamline
REPRESENTATIVE SIGNATURE

SPECIFICATIONS FOR THREE (3) NEW 1990 LIGHT-DUTY PICK-UP TRUCKS INCLUDING ALL STANDARD EQUIPMENT AS LISTED IN THE MANUFACTURER'S LITERATURE UNLESS SUPERSEDED BY ANY OF THE FOLLOWING SPECIFICATIONS LISTED HEREIN. ANY EXCEPTIONS TO THE SPECIFICATIONS OR WARRANTY MUST BE STATED:

		MEET SPECS
1. YEAR:	1990	
2. MODEL:	2 WHEEL DRIVE LIGHT DUTY PICK-UP	Yes
3. ENGINE:	V-6	yes
4. TRANSMISSION:	AUTOMATIC	yes
5. STEERING:	POWER RACK & PINION	yes
6. BRAKES:	POWER ASSIST FRONT, DISC/REAR DRUM	yes
7. AIR CONDITIONER:	FACTORY-INSTALLED	yes
8. REAR BUMPERS:	FACTORY-INSTALLED	yes
9. PAINT:	STANDARD PRODUCTION COLOR	yes
10. RUSTPROOFING:	ON OR AFTER DELIVERY DATE	Yes
11. MANUALS:	ONE SERVICE MANUAL FOR EACH VEHICLE	yes
12. WARRANTIES:	*GIVE DESCRIPTION OF ALL WARRANTIES AND COMPONENT WARRANTIES AVAILABLE	
	FOB: FORT WAYNE	
	MAKE: DODGE	
	MODEL: DAKOTA	
	COST PER TRUCK:	$ 9721.91
	LESS DISCOUNT:	$ —
	TOTAL PER UNIT:	$ 9721.91
	TOTAL FOR THREE:	$ 29,165.73
	DELIVERY TIME ARO:	

7 year / 70,000 mile Powertrain Warranty

12 mos. / 12,000 mile Bumper to Bumper Warranty

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 11-28-89

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): WESTLAND DODGE, INC.
   Address: 532 ILLINOIS ROAD
   City/State: FORT WAYNE, IN
4. Telephone Number: 219-436-9000
5. Agent of Bidder (if applicable):

Pursuant to notices given, the undersigned offers bid(s) to The City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Teresa A Hanelive
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Westland Dodge, Inc
Bidder (Firm)

Teresa A Hanelive
Signature of Bidder or Agent

Subscribed and sworn to before me this 27 day of Nov, 1989

My Commission Expires: 4-7-93

County of Residence: Allen

Julie A Pogue
Notary Public

Julie A Pogue
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Bond No 8138

CHRYSLER INSURANCE COMPANY

A STOCK COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

WESTLAND DODGE, INC.

as Principal, hereinafter called the Principal, and

CHRYSLER INSURANCE COMPANY

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF FORT WAYNE

as Obligee, hereinafter called the Obligee, in the sum of

TWO THOUSAND DOLLARS ($2,000.00)

Dollars ($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

PICK-UP TRUCKS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November A. D. 19 89

WESTLAND DODGE, INC. (Seal)
Principal

By: PRES.
Title

CHRYSLER INSURANCE COMPANY (Seal)
Surety

By:
Title

G. F. Reicher, Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CHRYSLER INSURANCE COMPANY, a Michigan corporation, having an office at 901 Wilshire Drive, Troy, Michigan, does hereby constitute and appoint

G. F. REICHER

each its true and lawful Attorney-in-Fact to execute

in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes:

1. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.

2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue, License and Permit bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.

3. Bonds and Undertakings required or permitted by law to be given or filed in any suit, matter or proceeding in any Court of the United States, or any State or other Court, or given to or filed with any Sheriff or Magistrate within any State, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or liability incurred under such undertaking does not exceed with respect to Fiduciary Bonds the sum of Dollars ($), and with respect to all other types of Court Bonds the sum of Dollars ($).

IN WITNESS WHEREOF, CHRYSLER INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Executive Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 20th day of November, 1989.

CHRYSLER INSURANCE COMPANY

By
James B. Fisher
Its Executive Vice President

By
Byron C. Babbish
Its Assistant Secretary

STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss.:

On this 20th day of November, 19 89, before me personally came Byron C. Babbish, to me known and by me known to be Assistant Secretary of CHRYSLER INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Byron C. Babbish being by me duly sworn, did depose and say that he resides in the Township of Bloomfield, in the State of Michigan; that he is Assistant Secretary of CHRYSLER INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with James B. Fisher and knows him to be Executive Vice President of said Company, and that the signature of said James B. Fisher subscribed to said Power of Attorney is in the genuine handwriting of James B. Fisher and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before
me on the date above written

Melba W. Rassega Notary Public

MELBA W. RASSEGA
Notary Public, Wayne County, Mich.

Acting in Oakland County, Michigan
My Commission Expires May 31, 1992

84-293-1785 (7/88)

(OVER)

Read the ~~first~~ time in full and on motion by Gia Quinta, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference ~~Room 128~~, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 12-12-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the ~~third~~ time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 12-26-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (~~GENERAL~~) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-215-89.

on the 26th day of December, 19 89,

Sandra E. Kennedy
ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of December, 1989, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of January, 19 90, at the hour of 9:45 o'clock A.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

S-89-12-06

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1404 for three (3) light duty pick-ups for Neighborhood Code Enforcement Division. The cost reflects the lowest and most responsive vendor.

EFFECT OF PASSAGE: These 1990 trucks will be replacing 1984 Ford Tempos that have serious mechanical problems and no longer financially feasible to repair.

EFFECT OF NON-PASSAGE: Maintenance costs on current vehicles will continue to escalate if vehicles are not replaced.

MONIES INVOLVED: Westland Dodge $29,165.73

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: N C E D 010-008-SHED-4441

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-89-12-06

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) XXXXXXXX approving the awarding of Reference #1404 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and WESTLAND DODGE for Neighborhood Code Enforcement

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
Janet G. Bradbury			
D. Schmidt			
Thos. Burns			

DATED: 12-26-89.

Sandra E. Kennedy
City Clerk